

## **APPENDIX D**

Information in a  
Connection Agreement with a Customer

**APPENDIX D -  
INFORMATION IN A CONNECTION AGREEMENT WITH A CUSTOMER**

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A Connection Agreement must conform to this Code and a distributor's Conditions of Service. A Connection Agreement between a distributor and a customer connected to the distributor's distribution system, excluding embedded generators and connection with other distributors, should include the following information (examples provided in italics):

**Contact Information:**

- C     Date
- C     Account Number
- C     Date Customer's Responsibility Commences
- C     Name
- C     Service Address
- C     Mailing Address
- C     Home Phone No
- C     Business Phone No
- C     Type of Business
- C     SIC

**The following clauses are suggested as examples:**

The customer agrees to abide by the distributor's Conditions of Service, in effect and as amended from time to time.

The customer further agrees to:

- (1)     pay the distributor for the distribution services used by the customer at the location covered by this connection agreement from the date herein until such time as the customer no longer requires the service; and
- (2)     to commence payment in accordance with the approved rates prescribed attributed to the appropriate class rating to which the service applies, on or before the due date shown on the first account rendered and to pay all accounts either monthly or bi-monthly or as specified, thereafter.

Signature of customer (after reading the above and the General Conditions)

Witness

Signature of distributor (upon accepting the contract)

Date

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**General Conditions:**

Space and Access

*The customer agrees to provide suitable space for the distributor's meters, wires and where necessary poles, cables, transformers and all other appliances and equipment on the said premises and further agrees that no one who is not an agent of the distributor shall be permitted to remove, inspect or tamper with same, including seals and that the properly authorized agents of the distributor shall have reasonable access to the said premises for the purpose of reading, examining, preparing or removing their meters, wires, poles, cables, transformers and other appliances and equipment of the distributor and for the inspection of all the customer's appliances and wiring.*

Responsibility for Equipment

*Meters, wires, poles, cables, transformers and all other appliances and equipment of the distributor on the said premises shall be in the care and at the risk of the customer and if destroyed or damaged by fire or any other cause whatsoever other than ordinary wear and tear, the customer shall pay to the distributor the value of such meters, wires, poles, cables, transformers, appliances and equipment, or the cost of repairing or replacing same.*

Disconnection

*The customer hereby expressly authorizes and empowers the distributor at the distributor's option to remove the meter, wires, poles, cables, transformers and all other appliances and equipment installed at the distributor's expense and discontinue the supply of electricity and terminate this agreement whenever any bills for the said service are in arrears or upon violation by the customer of any of the terms and conditions of this agreement.*

Reliability

*The distributor agrees to use reasonable diligence in providing a regular and uninterrupted service but does not guarantee a constant service or the maintenance of unvaried frequency of voltage and will not be liable in damages to the customer by reason of any failure in respect thereof. It is the customer's responsibility to provide for the protection of his equipment. From voltage variations, transient operations and single phasing.*

Conditions of Service

*The building must be supplied with electrical energy according to the distributor's Conditions of Supply.*

Binding

*This agreement shall not be binding upon the distributor until accepted by it through a designated officer and shall not be modified or affected by any promise, agreement or*

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*representation by any agent or employee of the distributor unless incorporated in writing into this agreement before such acceptance.*

Maintenance Requirements

*The customer shall maintain the installation in efficient condition with proper devices, according to the requirements and rules of the Electrical Safety Authority (ESA). If the electrical installation is found to be inadequate, the supply of electricity shall be suspended until such time as the above requirements are complied with.*

Security Deposit

*The distributor reserves the right to require security for payment of future charges.*

Termination

*This agreement shall continue in force until terminated by notice in writing given by either party hereto thirty days in advance of termination.*

Successors

*It is agreed that the signatures of the parties hereto shall be binding upon their successors or assigns and that the vacating of the premises herein named shall not release the customer from this agreement except at the option and by written consent of the distributor.*

Approval of Equipment

*All electrical and mechanical equipment such as motors and welders used by the customer shall be subject to the reasonable approval of the distributor and the customer shall so take and use the electrical energy as not to endanger the apparatus of the distributor or cause any wide or abnormal fluctuations of its line voltage. Where practical, equipment with the highest power factor should be chosen and motors should be sized to match the load. Equipment performance characteristics shall be in accordance with the distributor's Conditions of Service.*

Fire or Other Casualty

*In case fire or other casualty occurs in said premises, rendering the premises wholly unfit for occupancy, the supply of electricity shall thereupon be suspended until such time, within said contract period, as the wiring shall have been repaired and approved by the ESA.*